

**CONTRACT PERIOD THROUGH DECEMBER 31, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROUTINE DNA PROBE/AMPLIFIED DNA PROBE REAGENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 20, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

JH/mm  
Attach

Copy to: Clerk of the Board  
Jim Kneip, Public Health Lab  
Monica Mendoza, Materials Management

(Please remove Serial 00072-X from your contract notebooks)

ROUTINE DNA PROBE/AMPLIFIED DNA PROBE REAGENTS

1.0 INTENT/PURPOSE:

- 1.1 It is the intent of this solicitation to establish an inclusive contract for Reagents, Analyzer Instrumentation and Supplies needed to perform non-radioisotopic recombinant nucleic acid probe analysis to detect infectious agents for sexually transmitted diseases caused by Chlamydia Trachomatis and/or Neisseria gonorrhoea, and for the rapid detection of Mycobacteria tuberculosis and other infectious agents of clinical significance. The successful respondent is to furnish one (1) or more analyzer instruments, complete with printer(s), with equipment maintenance and service included. Reagents, controls, all direct consumable supplies including collection and transport media, will be purchased on a cost per ~~reportable test result basis.~~ **Gen-Probe kit basis.**  
**Gen-Probe manufacturers & invoices per kit. Prices quoted per kit**
- 1.2 Purpose of this specification to provide DNA PROBE REAGENTS ANALYZER, ACCESSORIES AND RELATED SUPPLIES for Maricopa Public Health Department.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 This bid calls for a reagent rental of appropriate instrumentation and equipment to automate or significantly streamline hands on time for standard and amplified nucleic acid assays for the detection of certain microbiological organisms causing communicable diseases.
- 2.2 Analyzer placement costs should be included as the costs of the reagent and supplies purchased. As actual workload may vary from amount stated in bid, the vendor may specify certain purchase levels needed to obtain the analyzer within a specified time frame and an associated reduction in reagent costs when those levels have been satisfied."
- 2.3 METHODOLOGY:
  - 2.3.1 The methodology must be non-isotopic recombinant nucleic acid hybridization methodology using chemiluminescent labeled single stranded DNA detection analysis or equivalent that will permit tandem testing wherever possible.
  - 2.3.2 Direct analysis of endocervical, urethral, conjunctival, (C.trachomatis, N.gonorrhoea) sputum or bronchial lavage (M.tuberculosis) specimens is required. Indirect determination or staining methodologies is unacceptable.
  - 2.3.3 The system must employ a method that is simple and easy to collect specimens. Single-swab collection for both C.trachomatis and N.gonorrhoea is required additionally urine sample analysis should be available for C. trachomatis by amplification and N gonorrhoea if available. Assays for M.tb and M. avium shall be culture confirmation assays with direct specimen assays from respiratory sites available as well.
- 2.4 PERFORMANCE:
  - 2.4.1 Sensitivity for C.trachomatis and N.gonorrhoea when compared to standard culture methodology shall be not less than 92 and 95 respectively for nucleic acid hybridization and 93% and 98% respectively for Amplified Chlamydia assays, with similar expected results for Amplified Gonorrhoea. Sensitivity for M. tuberculosis and M. avium by genetic probe for culture confirmation should be 100% and 98% respectively.
  - 2.4.2 Specificity for detection of C.trachomatis and N.gonorrhoea when compared to standard culture methodology shall be not less than 95 and 99 percent respectively and should be 100% and 100% for M. tb and M. avium.

- 2.4.3 Within run precision shall typically have a C.V. of 5% or less; between run precision shall typically have a C.v. of 9.0% or less.
- 2.4.4 Acceptable analysis time is approximately 2.50 hours total elapsed time to process 100 samples exclusive of initial sample pipetting time.
- 2.4.5 The amplification technology should not be easily susceptible to crossover or carryover contamination and should allow whenever possible, sample processing, testing, and results reading within the same area within the laboratory

2.5 ANALYZER INSTRUMENTATION:

- 2.5.1 The analyzer provided must be state of the art, efficient, easy to operate and trouble free with low maintenance. Furthermore the instrument must be capable of running both routine nucleic acid hybridization assays as well as amplified assays.
- 2.5.2 The operating instrument shall be capable of detection to attomole ranges ( $10 \times 10^{18}$  moles).
- 2.5.3 Precision of the photon analyzer shall exhibit a coefficient of variation (C.V.) of 2% or less.
- 2.5.4 The instrument furnished shall exhibit features that permit walk-away processing of not less than 200 specimens without operator intervention.
- 2.5.5 The unit shall be equipped with an onboard computer/microprocessor that will permit qualitative and quantitative multi-test assays within a single run with a capacity to store not less than 25 procedure protocols.
- 2.5.6 A printer shall be provided that will permit data listing and graphic presentation of results.
- 2.5.7 The analyzer must be equipped with an on board reagent delivery system capable of delivering all reagents necessary to perform the test(s).
- 2.5.8 Must operate on 120VAC/60Hz line power.
- 2.5.9 Schedules of daily, weekly, and monthly maintenance must be provided with estimated times required to perform each evolution (See Appendix IV).
- 2.5.10 All instrument service and maintenance shall be included. The maintenance and service agreement must be clearly stated with regard to the level of service provided, the availability of technical hot line assistance, costs per year for the length of the contract. Appendix IV must be completed as part of the quote package. **No Appendix IV provided. Instrument service provided by vendor, routine maintenance is customer's responsibility.**
- 2.5.11 The testing system must include front-end automation for both amplified and non-amplified chlamydia testing.
- 2.5.12 The automatic pipetting system must be capable of delivering specimens and reagents for both amplified and non-amplified chlamydia testing

2.6 REAGENTS:

- 2.6.1 All materials must be from a single source supplier and fully compatible with instrumentation provided.
- 2.6.2 Reagents must meet all FDA requirements for diagnostic use and must be approved for long life (typically 12 month) calibration stability.

- 2.6.3 Reagents should be provided in packages of not less than 100 tests for N.Gonorrhoea and C.trachomatis. Other test packages may be of smaller quantity consistent with expected volume.
- 2.6.4 Reagents should have a shelf life of 6 months or longer.
- 2.6.5 Positive and negative controls must be provided.
- 2.6.6 Specimen transport media must provide for amplified Chlamydia, non-amplified chlamydia and gonorrhea testing from the same specimen.

2.7 RELATED SUPPLIES:

- 2.7.1 Any additional equipment necessary to perform the test procedures shall be supplied as part of this contract.
- 2.7.2 Any collection kits and transport media or reagents shall be supplied as part of this quote package.

3.0 SPECIAL TERMS & CONDITONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings ~~\* relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.~~ **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable. \* **Resulting solely from the negligent acts or omissions of Contractor relating to the performance of this Contract and/or the use of the products. In no event shall CONTRACTOR be liable for any lost profits or special, incidental or consequential damages.**

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors,

officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

~~The scope of this indemnification does not extend to the sole negligence of the COUNTY. \* SEE ATTACHMENT "A" \*~~

3.4 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.5 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within ten (10) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.6 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.7 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.8 STOCK:

The successful Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

**3.9 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**3.10 INSTALLATION:**

The successful Contractor's price shall include delivery and setup in complete operating condition.

**3.11 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**3.12 WARRANTY:**

The minimum warranty period shall be twelve (12) months' parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

**3.13 TESTING:**

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

**3.14 BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

**3.15 WAREHOUSE/DISTRIBUTION CENTER:**

Contractors shall have access to a warehouse/distribution center capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

**3.16 PRODUCT DISCONTINUANCE:**

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.16.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.16.2 Documentation that names the replacement product or model.
- 3.16.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 3.16.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

- 3.16.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.17 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

3.18 EQUIPMENT MAINTENANCE:

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment.

3.19 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a factory authorized service station. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.20 MANUALS:

Two (2) comprehensive equipment operating manuals shall be provided for the instrumentation, at no charge.

3.21 TRAINING:

Public Health laboratory employees are to be instructed in the proper use and operation of equipment. All costs to train two (2) technologists, including transportation and lodging, if required, shall be included in the respondent's proposal.

3.22 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.23 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.24 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit. **Must be requested in writing 30 days prior to required date.**



3.25 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. one (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

3.26 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration. **Gen-Probe orders may be placed by calling 800/523-5001 or via fax at 800/288-3141.**

3.27 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may**/shall be considered non-responsive and not eligible for award consideration.

3.28 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card **Process**" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered** will be considered in the evaluation **price analysis process**.

**Purchase Card Clarification.**

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.29 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 3.29.1 One (1) original is MANDATORY
- 3.29.2 Pricing pages, MANDATORY
- 3.29.3 Copies of Catalogs/Pricing Documents (if required)
- 3.29.4 Literature, Technical and Descriptive, MANDATORY
- 3.29.5 Agreement page, MANDATORY

3.30 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Jim Higgins  
Department Of Materials Management  
Telephone: (602) 506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**4.0 CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they would be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 APPROPRIATION CONTINGENCY:**

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item would be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES:**

~~In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.~~

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 ASSIGNMENT OR SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.13 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**4.14 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**4.15 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**4.16 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.17 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**4.18 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.19 SEVERABILITY:**

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

**4.20 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

**4.21 GUARANTEE:**

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**4.22 DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**4.23 PRICE REDUCTIONS:**

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**4.24 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.25 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**5.0 ADMINISTRATIVE INFORMATION:**

**5.1 INCORPORATION OF BID INTO THE CONTRACT:**

The contents of this Invitation for Bids and the successful Bidder's pricing are to be incorporated into the Contract.

**5.2 PROCUREMENT AUTHORITY:**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MCI-905 of the Code.

**5.3 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any Bidder believes that any aspect of this Invitation for Bids is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

**5.4 CHANGE ORDERS:**

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation for Bid.

**5.5 PROVISIONS OF BID DOCUMENTS:**

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

**5.6 AMPLIFYING DATA:**

Should any Bidder wish to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that such amplifying material is a part of the bid and attach material to the bid form(s).

**5.7 CONTRACTOR LICENSE REQUIREMENT:**

The Bidder shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same.

Contractors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A Contractor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the Contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Contractors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**5.8 SUBMISSION PRICE CLARITY:**

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the Bidder.

**5.9 SALES/USE TAX:**

Bidders shall not include sales/use tax in their bid price. The percentage of sales/use tax applicable to this Contract will be listed on the purchase order and allowed at time of payment.

**5.10 EMPLOYEE RESPONSIBILITY:**

No responsibility will attach to a county employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents.

**5.11 INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing this Bid, including the acquisition of supplies and/or personnel.

**5.12 PUBLIC RECORD:**

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405.

**5.13 D/M/WBE PARTICIPATION:**

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

**5.14 EVALUATION CRITERIA:**

The evaluation of this Invitation for Bids will be based on the following:

- 5.14.1 Compliance with bid requirements
- 5.14.2 Price
- 5.14.3 Determination of responsibility

**5.15 GENERAL EVALUATION:**

The evaluation of bids and the determination of acceptability of the supplies, materials, or services bid shall be the sole responsibility of the County and will be based on information furnished by the Bidder, or identified in his bid, as well as other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the material or equipment conforming to the bid specifications, to waive any informalities in the bid or may reject all bids.

**5.16 AWARD:**

Award will be made to the lowest responsive/responsible Bidder(s) meeting Specifications. The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

**5.17 VALIDITY PERIOD:**

All bid prices shall be held firm for a minimum period of 60 days after bid opening.

**5.18 POST-AWARD MEETING:**

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency for discussion of the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of this Contract.

**5.19 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this Contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This Contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein.

The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.



The Bidders should know in the solicitation process that the successful Bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal Contractor/user relationship will exist when within compliance and the contract administration process should be transparent.

5.20 NON-DISCRIMINATION:

The Contractor in the performance of this Contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

5.21 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Contract and to permit County inspection of personnel records to verify such compliance.

5.22 COVENANT AGAINST CONTINGENT FEES:

The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause, and at its sole discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 NON-COLLUSION:

The Bidder expressly warrants and certifies that neither the Bidder nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Invitation for Bids.

5.24 FINANCIAL STATUS:

All Bidders shall make available upon request a current audited financial statement; a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid and/or to declare a Bidder non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code. **Gen-Probe is not a publicly held company and therefore we do not disclose our financial information. We do not publish an annual report, nor do we file a 10 K report.**

If a Bidder is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Bidder or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law, the Bidder must provide the County with that information as part of its bid. The County may consider that information during evaluation of the bid. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid including, but not limited to, determination that the Bidder should be declared non-responsive and/or non-responsible, and suspension or debarment of the Bidder, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid in response to this Invitation for Bids, the Bidder agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Bidder or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law,

the Bidder will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Bidder will meet its obligations to the County.

**5.25 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Contractor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**5.26 REGISTRATION:**

Bidders are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

**5.27 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs):**

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the contract vendors, to purchase their requirements under the terms and conditions of the County contract. Please indicate on the pricing page of this Contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

**GEN-PROBE INC, 10210 GENETIC CENTER DR., SAN DIEGO, CA 92121**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE  
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☒ NO

**C664033/B0600092**

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<b><u>ITEM DESCRIPTION</u></b>	<b><u>EST. TESTS PER YEAR</u></b>	<b><u>UNIT PRICE</u></b>
<b>Non-Amplified Chlamydia Trachomatis #1792</b>	<b>16,000</b>	<b>100 TESTS/KIT</b>
		\$ 254.00 / kit
1. The cost of all reagents. <b>Collection kits #3300, #3275,</b>	<b>50 COLLECTORS/KIT</b>	\$ 42.50 / kit
3. The cost of calibrators or standards. <b>Detection reagent</b>	<b>1200 TESTS/KIT</b>	\$ 25.00 / kit
<b>TOTAL COST OF TEST KIT</b>		
<b>Amplified Chlamydia Trachomatis #1012</b>	<b>2,000</b>	<b>50 TESTS/KIT</b>
		\$ 285.00 / kit
1. The cost of all reagents. <b>Swab preparation</b>	<b>50 TESTS/KIT</b>	\$ 65.00 / kit
3. The cost of calibrators or standards. <b>Urine preparation</b>	<b>50 TESTS/KIT</b>	\$ 38.00 / kit
<b>TOTAL COST OF TEST KIT</b>		
<b>Neisseria gonorrhoea # 1793</b>	<b>2,000</b>	<b>100 TEST/KIT</b>
		\$ 206.00 / kit
1. The cost of all reagents.		\$ 206.00 / kit
2. The cost of all disposable supplies, if any. <b>Collection kit # 3300, #3275</b>		\$ 42.50 / kit
3. The cost of calibrators or standards. <b>Detection reagent</b>		\$ 25.00 / kit
<b>TOTAL COST OF TEST KIT</b>		
<b>Mycobacteria tuberculosis/Avium #2860</b>	<b>1,000</b>	<b>20 TESTS/KIT</b>
		\$ 245.00
1. The cost of all reagents.		\$ 245.00
3. The cost of calibrators or standards. <b>Culture confirmation kit</b>	<b>100 TEST/KIT</b>	\$ 75.00

GEN-PROBE INC, 10210 GENETIC CENTER DR., SAN DIEGO, CA 92121

**TOTAL COST OF TEST KIT**

The following must be purchased separately.

**Tecan Disposable Tips: Must be purchased directly from Tecan.**

Gen-Probe would like to submit the following price quote for APTIMA. This price quote is valid for 50 days from the response deadline date.

Part #	Description	Test/Kit	Unit Price	Monthly Volume	Extended Price
301032	APTIMA Combo 2 Reagent	100/Tests/Kit	\$950.00	3 Kits	\$2,850.00

The following products are used in conjunction with the Amplified Chlamydia/Gonorrhea test (APTIMA).

Part #	Description	Test/Kit	Unit Price	Monthly Volume	Extended Price
301040	APTIMA Urine Collection	50 Tests/Kit	\$ 0.00	3 Kits	\$ 0.00
301041	APTIMA Swab Collection	50 Tests/Kit	\$ 0.00	3 Kits	\$ 0.00
301048	APTIMA Auto Detection	297 Tests/Kit	\$45.00	1 Kits	\$45.00

Leased Equipment will include:

(1) DTS 400 System

<b>Freight Terms:</b>	<b>FOB Destination</b>	<b>Remit Address:</b>	<b>Gen-Probe</b>
<b>Delivery:</b>	<b>4 (Four) Days ARO</b>		<b>Dept. 0719</b>
<b>Payment Terms:</b>	<b>Net 30 Days</b>		<b>Los Angeles, CA 90084-0719</b>

Terms: NET 30

Federal Tax ID Number: 33-0767987

Telephone Number: 800/523-5001

Fax Number: 800/288-3141

Contact Person: Lary Alba

Vendor Number: 330044608

Company Web Site: [www.gen-probe.com](http://www.gen-probe.com)

E-mail Address: [larya@gen-probe.com](mailto:larya@gen-probe.com)

Contract Period: To cover the period ending December 31, 2003.